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Fayetteville-Manlius Central School
District And Fayetteville-Manlius
Teachers Assn

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AGREEMENT

**FAYETTEVILLE-MANLIUS
SCHOOL DISTRICT**

AND

**FAYETTEVILLE-MANLIUS
TEACHERS ASSOCIATION**

JULY 1, 2002 – JUNE 30, 2005

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

TABLE OF CONTENTS

| | |
|--|----|
| AGREEMENT..... | 1 |
| PREAMBLE | 1 |
| ARTICLE I Duration of Agreement..... | 2 |
| ARTICLE II Recognition | 2 |
| ARTICLE III Definitions | 2 |
| ARTICLE IV Management Rights | 3 |
| ARTICLE V Association Rights | 3 |
| ARTICLE VI Payroll Deduction | 5 |
| ARTICLE VII Negotiations Procedure | 7 |
| ARTICLE VIII Grievance Procedure | 7 |
| ARTICLE IX Teacher Recruitment | 10 |
| ARTICLE X Work Year and School Calendar | 10 |
| ARTICLE XI Teacher Load and Day | 10 |
| ARTICLE XII Teacher Assignment, Transfer and Promotion | 14 |
| ARTICLE XIII Evaluation | 16 |
| ARTICLE XIV Substitute Teachers | 19 |
| ARTICLE XV Standing Committee | 19 |
| ARTICLE XVI Curriculum Development..... | 19 |
| ARTICLE XVII Additional Credit Hours | 20 |
| ARTICLE XVIII Conferences and Meetings..... | 23 |
| ARTICLE XIX Teacher Improvement | 24 |
| ARTICLE XX Salary | 24 |
| ARTICLE XXI Extra Assignment Compensation | 29 |
| ARTICLE XXII Termination Pay Plan | 33 |

TABLE OF CONTENTS
(contd)

| | | |
|----------------|---|----|
| ARTICLE XXIII | Insurance and Annuities | 35 |
| ARTICLE XXIV | Sick Leave..... | 36 |
| ARTICLE XXV | Other Leaves | 37 |
| ARTICLE XXVI | Taylor Law | 41 |
| ARTICLE XXVII | Entire Agreement | 41 |
| APPENDIX A (1) | Summary Evaluation Form | 42 |
| APPENDIX A (2) | Teacher Summary Evaluation Definitions..... | 44 |
| APPENDIX B | Grievance Log..... | 45 |
| APPENDIX C | Notice of Election to Retire | 46 |
| APPENDIX D (1) | Notification of Election as to | 47 |
| | Parental and/or Maternity Leave | |
| APPENDIX D (2) | Sick Leave During Pregnancy..... | 48 |
| | Related Disability | |
| APPENDIX D (3) | Six Weeks After Delivery | 49 |
| Index..... | | 50 |

AGREEMENT

Between Central School District, Fayetteville-Manlius ("District") and Fayetteville-Manlius Teachers Association ("Association") to govern the terms and conditions of employment and the administration of grievances arising thereunder.

July 1, 2002 through June 30, 2005

PREAMBLE

- A. The Association and the Board of Education of this District reaffirm their commitment to quality education and equal opportunity for every student. These goals must be pursued in order to truly fulfill our obligation to the community. Recognizing the needs of both the community and our nation for a well-trained, well-educated populace, we issue the following guidelines to direct us toward the goals.
1. That we strive to develop self esteem and the dignity of every human being in the school and in the community.
 2. That we provide adequate facilities and materials for the quality education of the students in our District.
 3. That we attempt to provide the students with a greater understanding and awareness of their responsibilities to their country so that they may cope with and improve the world in which they live.
 4. That the community be given a feeling of investment and responsibility in its schools.
 5. It is the intent of the District and the Association that no part of this Agreement shall result in discrimination against a person because of age, color, religion, creed, disability, marital status, gender, veteran status, national origin, race or Association activities.

ARTICLE I DURATION OF AGREEMENT

This Agreement shall become effective July 1, 2002, and continue in full force and effect through June 30, 2005, and shall thereafter continue in force and effect on a year-to-year basis unless either party by written notice to the other elects to renegotiate. Said notice of intent to renegotiate shall be given by the electing party no later than June 15, 2004.

ARTICLE II RECOGNITION

The District agrees that the Association is the exclusive bargaining agency for certified personnel employed by the District, excluding administration and per diem substitutes, but including all classroom teachers, special area teachers, coordinators, counselors, librarians, school psychologists, and speech therapists ("Teachers"). The Association shall be entitled to unchallenged representation status for the term of this agreement.

ARTICLE III DEFINITIONS

- A. Administration shall include all certified administrative-supervisory employees of the District, including the Superintendent of Schools, Assistant Superintendent for Personnel, Assistant Superintendent for Instruction, Assistant Superintendent for Special Services, School Building Principals and Assistant Principals, Director of Business Services, Director of Physical Education and Interscholastic Athletics, Director of High School Guidance, and any other additional administrative-supervisory positions specified by the District.
- B. Board shall mean the Board of Education of the District.
- C. Superintendent shall mean the Superintendent of Schools.
- D. Full-Time Employee shall be any teacher on a continuing contract.
- E. School Year shall be the period July 1 through June 30.
- F. Academic Year shall be the period September 1 through June 30.
- G. Teaching Assistants and Teacher Aides shall be auxiliary personnel hired by the District.
- H. Building Representatives shall be an individual elected by the Association to act in its behalf under this Agreement. There shall be Building Representatives elected from each of the following units:

Enders Road Elementary School
Fayetteville Elementary School
Mott Road Elementary
Eagle Hill Middle School
Wellwood Middle School
High School
Special Help Staff
Any new buildings added to the District

Article III (continued)

The Association shall furnish the District with a current list of its Building Representatives.

- I. Unstructured Time shall mean a Teacher's Lunch, Student Help and Planning Time which will be arranged by the Teacher except in case of emergency or other unusual situation with reasonable notification to the Teacher.
- J. Probationary Teacher shall mean a Teacher who has received a probationary appointment to fill a permanent vacancy or new position and will be eligible for tenure in accordance with the Education Law.
- K. Academic Overload shall mean a period assignment added to a Teacher's regular compensation assignment.
- L. General Teaching Assignment shall mean a Teacher's compensated assignment other than an Academic Overload or an assignment covered by the Extra Assignment Compensation Plan.
- M. Working Day shall mean any day a Teacher is scheduled to work.
- N. Mandatory Student Day – Interval of time in a building for which student attendance is ordinarily required.
- O. Shared Teacher – Any Teacher, as defined by recognition clause, that is assigned to more than one building.

**ARTICLE IV
MANAGEMENT RIGHTS**

- A. The Board is a state agency and has jurisdiction over the operation of school and management of buildings and school program, including, but not limited to, number of employees, assignment of students, purchase, assignment and distribution of supplies, materials, and equipment to be used in the schools and training and supervision of Teachers.
- B. The Board also has the right to direct Teachers, to hire, promote, demote, transfer, discipline, discharge, and in the exercise of reasonable judgment, determine Teacher qualifications, provided none of these functions of the Board shall be exercised so as to abrogate or nullify any specific provision of this contract or the laws of the State of New York.

**ARTICLE V
ASSOCIATION RIGHTS**

- A. Use of School Facilities - The Association shall have the right to use school buildings, after prior notification to and approval of the Building Principal, without cost, at reasonable times for meetings. Association meetings may be held in an available school building after pupil dismissal but shall not interfere with other assignments and meetings provided for herein. The Association shall notify each District Building Principal at least three (3) Working Days prior to each such scheduled meeting.

Article V (continued)

- B. Use of School Mail – The Association shall have the right to use inter-school mail provided that items to be placed therein shall be labeled as coming from the Association.
- C. Bulletin Boards – The Association shall have the right to exclusive use of its bulletin board in the faculty room of each building.
- D. Copies of Board Meetings, Agendas and Minutes – A copy of the official agenda for regular Board of Education meetings when prepared will be mailed to the President of the Association and Building Representatives prior to each meeting of the Board of Education. A copy of the official Board minutes will be mailed to the aforementioned designees following Board approval of said minutes.
- E. Change in Education Program – In accordance with past practice, the Board, when it contemplates making a substantial change in the educational program of the District, will give advance notice of the same to the Association and the Association will be given an opportunity prior to implementation of the change to make comments and suggestions relating to such change.
- F. Rules and Regulations – Rules and regulations pertinent to Teachers shall be made available to the Teacher when adopted by the District.
- G. Association President Visit Time – The Association President shall be allowed time to visit District Schools to investigate and attempt to resolve Teacher complaints or problems relating to this Agreement and to meet with the Superintendent in relation to such problems and in connection with other matters of mutual interest provided, however, that it is the specific intent of the parties that the use of Working Day release time under this section shall be confined to activities which will further the cooperative relationship which exists between the Association and the District and that such time shall not be used to conduct routine Association business, solicitation of Association membership, planning of negotiations or grievance strategy or for activities of a nature adverse to the District.

The release time allowed hereunder shall not be in excess of ten (10) class periods, or its equivalent time, per five (5) day work week. The District and the Association agree that the teaching assignment of an Association President shall be outside grades one through six. An Association President whose prior assignment had been in a classroom grade one through six shall be assigned either to a half-day kindergarten classroom or a resource teaching position. In consideration of the grant of such release time, the Association shall reimburse the District an amount equal to one half (1/2) of the cost of the Association President's substitute.

- H. Building Budgets – Teachers in each building shall participate in the formulation of the Building Budget and establishment of Building Budget items priority, it being understood that the District shall make the final decision on these matters. A copy of the final approved district budget shall be available to Teachers in each building.
- I. In accordance with past practice, the Association shall be notified by the District of the formation of district-wide committees other than purely administrative committees.

Article V (continued)

- J. On two (2) Mondays a month after school, Association Meetings take precedence over building, district, and inservice meetings.
- K. The District shall notify the Association on a monthly basis of the following actions relating to Teachers: Hiring, Transfer or Reassignment, Granting of Leave, Termination of Employment, such notice to include the address, step placement and previous experience of each newly hired Teacher.

L. Job Security

1. If the job of a Teacher who has completed seven (7) or more consecutive years as a Teacher in the employ of the District, is abolished by the District, said Teacher shall have up to two (2) years from the end of the semester in which the job is abolished to obtain certification in a new teaching area. Consecutive employment shall not be considered as interrupted when a Teacher is on a District-approved leave.
2. If, within the specified period, the Teacher has been certified in a new teaching area or, on expiration of the period had completed the necessary courses required for certification and has applied for same but has not yet received it or at the time of expiration of said period is on the last semester of a course or courses necessary to attain certification, and a job in the new teaching area is vacant in the District at that time, the District shall notify such Teacher of the vacancy by certified mail, return receipt requested at the last address designated for that purpose by the Teacher.
3. The Teacher must notify the District of his/her interest in the available position and be available at the District Office for interview within ten (10) calendar days of posting of the notice.
4. If the Teacher complies with the notification of interest and availability provisions of subparagraph three (3) above, he/she shall be granted an interview for the position and be given due consideration for employment in such position.
5. A teacher who is certifiable as set forth in two (2) above shall be eligible to accept a position if offered, only upon having become certifiable prior to the date of employment.

**ARTICLE VI
PAYROLL DEDUCTION**

- A. By the first payday in September, the Association shall provide the District with the amount of dues for full time and part-time teachers. Membership dues deduction shall commence with the second payday. Such deduction shall continue for twelve (12) consecutive pay periods. The amount for the total dues deducted each pay period shall be transmitted to the Association by the District in accordance with current practice, and shall be forwarded to the Treasurer of the Association at the location designated by it. For members continuing on payroll deductions, a new payroll deduction card shall not be necessary each year.

Article VI (continued)

- B. No later than four (4) weeks prior to the second (2nd) scheduled paycheck in October, the Association shall provide the Board with a list of changes to the original signed dues authorization cards of those employees who have voluntarily authorized the Board to deduct dues for the association named in subparagraph A above.

Membership dues deduction shall commence with the second (2nd) payday. Such deductions shall continue for twelve (12) consecutive pay periods, each being the amount stated in subparagraph A above. The Association shall, on or before July 10, provide the District with a list of deductions that will commence with the first pay period in October.

- C. If the Association cannot provide the Board with such a list four (4) weeks prior to the second (2nd) scheduled paycheck four (4) weeks after the receipt of such list, but in all events, the furnishing of such list shall not be later than October 15. No person's name shall be withdrawn from the list, nor dues deductions discontinued except upon thirty (30) days prior written notice to the Membership Chairman of the Association and to the District Payroll Department.

D. Agency Fee

1. The District shall deduct from the salary of each bargaining unit member who is not a member of the Fayetteville Manlius Teachers Association an Agency Fee as a contribution toward negotiation and administration of the Agreement and the representation of such employee. The Agency Fee, which shall be payable and forwarded to the Association will be deducted in accordance with current dues deduction procedures, and shall be an amount as specified by the Association.
2. In agreeing to withhold an Agency Fee from an individual who does not voluntarily become a dues paying member of the Fayetteville Manlius Teachers Association, the Association agrees to hold the District harmless against any and all claims that may arise out of any action taken for the purpose of complying with this provision.

E. NYSUT Benefit Trust

1. The District shall withhold and forward to the NYSUT Benefit Trust an amount authorized by a unit member. Such authorization shall be in writing to the District at least thirty (30) days before such deductions shall commence.
2. The Association agrees to hold the District harmless against any and all claims resulting from actions taken by the District for the purpose of complying with this provision, except a claim that arises from an act of negligence by the District.
3. The Association further agrees that should the NYSUT Benefit Trust expand its benefits' package by offering either health insurance or dental insurance coverage, the District is released from its obligation to collect and transmit monies for either of those two (2) programs, but will continue to collect and transmit monies for the other Benefit Trust programs.

ARTICLE VII NEGOTIATIONS PROCEDURE

- A. The first (1st) negotiations between the District and the Association shall be held no later than November 30 and not prior to November 1 of the applicable year.
- B. Negotiations meetings shall be jointly agreed upon by the District and the Association as to time and place. No meetings shall extend beyond two (2) hours unless agreed to jointly. The parties will tentatively agree to a meeting schedule at the first (1st) negotiation session.
- C. Information pertinent to the negotiations shall be exchanged upon the request of either of the parties.
- D. At the second (2nd) negotiation session, the District and the Association will exchange written proposals of items to be negotiated. A proposal relating to an existing Article shall bear that Article's number and designation. New proposals shall be given Article designations and shall be separated from proposed amendments of and deletions to the existing contract.
- E. Neither party is prohibited from proposing contract changes that may relate to a matter being grieved as long as the time constraints in this article are followed (see A and D).
- F. Printing Cost – The cost of printing this contract in booklet form shall be shared equally by the Association and the District.

ARTICLE VIII GRIEVANCE PROCEDURE

A. Purpose and Definition

The Association assumes the responsibility for maintaining the highest of professional standards. The District recognizes that in the interest of effective personnel relations, a procedure is necessary whereby its Professional Staff can be assured of a prompt, impartial and fair hearing on their Grievances. Its purpose is to provide an orderly method of settlement of a dispute between the parties over the interpretation, application, or claimed violation of any of the provisions of this Agreement. Such procedures shall be available to all members of the Professional Staff and no reprisal of any kind shall be taken against any Staff member initiating or participating in the Grievance Procedure.

B. Provisions

- 1. A Grievant shall be a Teacher of the Association (as in B.2 below) having a Grievance under this Agreement.
- 2. The Association shall have the right to join a Teacher in the initiation of the Grievance arising out of a District breach of this Agreement. If a grievance affects a group (three (3) or more) of teachers, it may be submitted by the Association.

Article VIII (continued)

3. There shall be two (2) phases of the Grievance Procedure designated below as First (1st) and Second (2nd) Phase.
4. The number of days indicated at each level shall be Working Days and will be considered as a maximum; provided, however, that where the end of the Academic Year occurs prior to the end of any period prescribed herein, Week Days (Monday-Friday) shall replace Working Day. It is the specific intent of the parties that there is no lapse in time limitations for processing a Grievance during the months of July and August.
5. A Grievance shall be waived if not presented in writing within ten (10) days after the grievant knew or should have known of the act or conditions on which the grievance is based.
6. In the event a Grievance is filed on or after May 15, the parties shall use their best efforts to complete processing thereof prior to the end of the school year.
7. If the administration or any designated Representative of the Board fails, at any level, to hold a conference or give an answer within the time limit specified, the Grievant or the Association through its Grievance Committee at his or its election may advance to the next level in the Procedure.
8. Nothing in the Procedure shall prevent the Grievant on his/her own volition from withdrawing a Grievance at any level of the Procedure.
9. The Grievant and a District Representative shall each initial and date a log kept by each on an appropriate form indicating dates of completion of the various steps of the Grievance Procedure.
10. The Superintendent shall be responsible for accumulating and maintaining an Office Grievance Record which shall consist of the written Grievance, all exhibits and communications exclusive of the First Phase of the procedure. A copy of such record shall be sent to the Association's designee.
11. The official Grievance Record shall be filed separately from the personnel file of the participant.

C. Procedures

12. First Phase – Within ten (10) days of the alleged Grievance, the Grievant shall state in writing and discuss the Grievance with his/her Immediate Supervisor, specifying that the discussion constitutes a Grievance under this Article. If the Grievant desires, an Association Representative may be present. If a Grievance originates with the Association pursuant to B.2 of this Article, the Building Principal of the school in which the Grievance originates shall be considered as the Immediate Supervisor with whom the Association is to discuss the Grievance.

Article VIII (continued)

13. Second Phase – Any Grievance which is taken to the Second Phase hereunder must be in writing signed by the Grievant, shall state the date and nature of the incident giving rise to the Grievance, and the reason why such incident constitutes a breach of the Agreement, together with the desired remedy. Prior to delivery of the Grievance to a Representative of the District as set forth below, an authorized Representative of the Association's Grievance Committee must have reviewed the Grievance and indicated on it that it has been reviewed by dating and signing it. Where more than one (1) grievance arises from any one (1) incident, each Grievant shall sign one (1) Grievance only so that all may be processed together. For purposes of this Article, the expression of time in days shall mean Working Days.

- a. Level One (1) – If the Grievance is not settled at the First Phase the Grievant may, within ten (10) days after completion of the First Phase, or ten (10) days after the event over which the Grievance originates, whichever is later, file a formal written Grievance with the Superintendent with a copy to the President of the Board.
 - i. The Superintendent/designee shall either discuss the Matter with the Grievant (and with the Association's Representative if requested by the Grievant), or, by written notice to the Grievant to that effect, elect not to hold a hearing. Such notice shall constitute a denial of the Grievance for the purpose of proceeding to the next Level. The discussion shall be given within ten (ten) days of the receipt of the written Grievance.
 - ii. If the discussion is held, the Superintendent/designee shall give a written response to the Grievant with a copy to the Association within five (5) days after the close of the discussion.
- b. Level Two (2) – If the Grievance is not settled at Level One (1), the Grievant may further appeal through the Association by:
 - i. Giving written notice thereof to the Superintendent within five (5) days after receipt of the written answer at Level One (1);
 - ii. The parties shall meet within ten (10) days to begin the selection of an impartial Arbitrator; if unable to agree on selection within ten (10) days of such meeting, selection shall be accomplished under the rules of the American Arbitration Association;
 - iii. Submit the Grievance, along with the complete Official Record, to the Arbitrator for action.

D. Provisions for Arbitration

- 1. The arbitration proceedings shall be conducted under the rules of the American Arbitration Association.

Article VIII (continued)

2. The fee for the services of the Arbitrator and expenses of the arbitration shall be borne equally by the Association and the District.
3. The Arbitrator shall have no power or authority to add to, subtract from, modify, change, or alter any provisions of this Agreement. Any monetary findings for a Grievant shall not include any time period earlier than ten (10) working days from the date of the Grievance.
4. The decision of the Arbitrator shall be final and binding on both parties.

**ARTICLE IX
TEACHER RECRUITMENT**

- A. The objective of Teacher Recruitment is to attract Teachers of the highest quality from varied social/educational backgrounds and experiences.
- B. Teachers should observe and evaluate student teachers assigned to them and make appropriate recommendations to the Administration.

**ARTICLE X
WORK YEAR AND SCHOOL CALENDAR**

- A. The work year shall contain no more than one hundred eighty six (186) work days. Two of these days shall be consecutive, non-student days within the week before Labor Day. The District shall consult with the Association in preparation of the School Calendar.
- B. The School Calendar shall be formulated at least four (4) months in advance of implementation.
- C. The Calendar shall be modified by the District after consulting the Association when it is necessary to make up for any emergency closings either on a district-wide or building-level basis.

**ARTICLE XI
TEACHER LOAD AND DAY**

- A. Length of Teacher Day – The Teacher School Day shall consist of seven and one half (7 1/2) consecutive hours, thirty (30) minutes of which shall be duty-free lunch period. A half (1/2) Teacher School Day shall be three and three fourths (3 3/4) hours measured from Commencement of the Teacher Day provided that the Teacher shall complete the period to which assigned when the three and three fourths (3 3/4) hour point has been reached.
- B. Exceptions
 1. Teachers may, at their own volition, work for additional time with students beyond the length of the Teacher School Day.

Article XI (continued)

2. In all buildings, meetings with the professional staff which extend beyond the end of the Teacher School Day may be scheduled by the Building Administrator not in excess of twenty (20) times per year per Teacher. Said meetings normally shall not exceed one (1) hour beyond the length of the Teacher School Day. Special Committee meetings held in accordance with current practice shall not be considered "meetings with the professional staff" in applying this subparagraph.
 3. Evening meetings are professional responsibility of all Teachers. On days when Teachers are required to attend open houses, parent nights, curriculum nights, or team meetings designated by the Building Principal, Teachers may leave at the end of the mandatory student day.
 4. Teachers shall have release time to be used for in-service training programs, reporting, parent conferencing, and other required staff duties, such release time to be scheduled by the Superintendent, provided that there shall not be less than the equivalent of five (5) such days during each work year. This time may be scheduled so that a combination of these activities may occur on the same day. Additional release time for parent conferencing may be scheduled by the Superintendent. Within the five (5) days, one half (1/2) day at the end of the first (1st) semester shall be meeting-free with work responsibilities determined by individual teachers.
- C. Lunch – Teachers shall be scheduled to have lunch between 10:30 a.m. and 1:30 p.m. whenever possible.
- D. Non-teaching duties – Non-teaching duties throughout the District shall be assigned equitably among all Teachers in this District, giving due consideration to classroom teaching load. Where feasible, assignments will be rotated. Non-teaching duties shall be assigned to part-time teachers, prorated on that portion of time for which they are contracted. K-4 teachers are exempt from non-teaching duties.
- E. K-6 Teaching Load
1. Normal teaching load, with the exception of team teaching*, where an average of the pupil limits shall apply, shall be:
 - a. For Kindergarten and Grade I – 25 pupils
 - b. For Grades II through VI – 27 pupils

The teaching load for the period of this Agreement shall be no more that two (2) students over the limits listed above. When the pupil-teacher ratio exceeds this, additional assistance will be provided.

*(Teams shall be comprised of Teachers except where otherwise mutually agreed to by the Teachers involved and the Administration.)
 2. The number of classroom instruction hours per day shall not exceed five (5). Each K-6 Teacher shall be provided not less than thirty (30) minutes per day in addition to a thirty (30) minute duty-free lunch period for preparation purposes within the mandatory student day.

Article XI (continued)

F. 7-8 Teaching Load

1. Each Seventh (7th) and Eighth (8th) Grade Teacher's School Day shall be comprised of not more than six and one half (6 1/2) hours of structured time, which shall include five (5) or six (6) classes to current practice, homeroom attendance, study hall, lunch duty, hall duty, or team meetings.
2. Except as set forth in three (3) hereof, the class load for Middle School Teachers shall be held at the normal unit size of one hundred twenty five (125) students per day. In no event shall the maximum load for such a Teacher exceed seven hundred fifty (750) students per week.
3. Within the limitations of the Master Schedule, which is the responsibility of the Building Administrator, the Department of Physical Education working with the Principal in each Middle School building may have the option of selecting from the following methods or scheduling loads:
 - a. A maximum of forty (40) students per class, with a maximum total load per week of one thousand (1,000) or
 - b. A maximum of thirty five (35) students per class, with a maximum total per week of one thousand fifty (1,050).
4. The number of different preparations by Teachers shall continue in accordance with current practice.
5. Each teacher will have four (4) Responsibility Periods per week comprised of student activity, student help, study hall, building supervision, or curriculum development and one (1) period for team or departments meetings. The Responsibility Periods shall be planned by the affected team or department which plan shall be subject to final approval of the Building Administrator.

Procedure

- a. At the beginning of the year the Building Principal will identify needs relative to Responsibility Period.
- b. The team or department will meet and develop a schedule of assignments.
- c. The schedule will be submitted to the Principal.
- d. The principal will review and, if necessary, return the schedule to the team or department with appropriate suggestions.
- e. The team or department will meet to consider the suggestions and develop another schedule.
- f. The revised schedule will be submitted to the Principal.
- g. The Principal will consider the revised team or department schedule and will determine the final schedule of assignments.

Article XI (continued)

This procedure should be completed by the second (2) Friday of the school year.

6. Variations in the above formulas (1-5) may be made by mutual agreement of a department or team and the Building Principal, due consideration being given to the type of program, the intended capacity of the facilities and safety programs.
7. General Music classes shall not normally exceed thirty (30) students per period or one thousand (1,000) per week.

G. 9-12 Teaching Load

1. Each High School Teacher's daily academic load shall include six (6) periods of class, curriculum responsibility, study hall and noon or attendance duty plus homeroom/attendance period.
2. In addition to academic load, High School Teachers will have five (5) Responsibility Periods per week. The Responsibility Periods shall be planned by the affected team or department which plan shall be subject to final approval of the Building Administrator. The procedure is to be the same as that in Section F.5. of this Article.
3. Except as set forth in subparagraph four (4) hereof, the class load for High School Teachers shall be held at an average unit size of one hundred twenty five (125) students per day. In no event shall the maximum load for such a Teacher exceed seven hundred fifty (750) students per week.
4. Within the limitations of the Master Schedule, which is the responsibility of the Building Administrator, the Department of Physical Education, working with the Principal in each High School building may have the option of selecting from the following methods of scheduling load:
 - a. A maximum of forty (40) students per class, with a maximum total load per week of one thousand (1,000) or
 - b. A maximum of thirty five (35) students per class, with a maximum total load per week of one thousand fifty (1,050).
5. The number of different preparations by Teachers shall continue in accordance with current practice.
6. Variations in the above formulas may be made by mutual agreement of a department or team and the Building Principal, due consideration being given to the type of program, the intended capacity of the facilities and safety requirements.

Article XI (continued)

- H. When the District, due to experimental educational programs approved by the Board, facility, or budget considerations, finds it necessary to deviate from the formulas set forth in E, F, or G of this Article, it shall give advance notice thereof to the Association and to the Building President involved, and the Building Faculty and the Association President prior to implementation shall be given the opportunity to make comments and suggestions to the District relating to such deviation. Such comments and suggestions shall be communicated to the Board.
- I. When placement in a regular classroom of a non-English speaking student or a student with a physical, emotional, or mental disability (as defined by Commissioner's Regulation) is made, class load will be taken into consideration.
- J. By January 31 of each school year each Elementary and Middle School Principal will meet jointly with the Building Committee and Pupil Personnel Services Committee to discuss placement of students.

**ARTICLE XII
TEACHER ASSIGNMENT, TRANSFER AND PROMOTION**

- A. Teachers who are regularly assigned to teach in more than one (1) building shall be paid for inter-school travel in accordance with the rate allowable with the Internal Revenue Service.
- B. Salary and Assignment Notices
 - 1. A Teacher's General Teaching Assignment, including scheduled compensation, shall be communicated to him/her by the District through issuance of a Salary and Assignment Notice on or prior to June 15, except where negotiations relating to compensation for the following School Year are not as yet completed, in which case the said Notice shall contain information as to assignment only. Each Teacher shall return a copy of the Salary Notice and Assignment Notice, properly signed, within fifteen (15) days after issuance by the District.
 - 2. Where a change in said Agreement is made after issuance of the Salary and Assignment Notice, the Teacher affected shall be notified within twenty four (24) hours of the time when the District has determined the change to be necessary.
- C. Area of Assignment – Assignment of teachers will be in accordance with the Commissioner's regulations and law.
- D. New Positions and Vacancies
 - 1. When a new Teacher position or a substantial change in duties in an existing Teacher position is contemplated, the Superintendent shall distribute to each Building Representative a Notice containing a description of and qualifications for such new or substantially changed positions.
 - 2. A Teacher desiring such position must apply in writing within ten (10) calendar days of the posting date as indicated on the notice. If he/she does so apply, he/she shall be granted an interview promptly.

Article XII (continued)

3. If an opportunity for such a new position occurs during the summer months, the notice required above shall be sent to the Association's designees.

E. Reassignment

1. A Teacher who desires a change in General Teaching Assignment which requires a transfer or a part-time assignment, shall file a written request for such assignment with the District Office or with his/her Building Principal.
2. When an opening for reassignment occurs, the District shall distribute to each Building Representative a written notice to that effect and personally notify any pre-requesting Teacher.
 - a. A Teacher who has previously filed a request for such a reassignment must immediately, after being notified by the District, reaffirm his desire for the reassignment to the Superintendent or to his Building Principal. If he/she does, he/she shall be given an interview promptly.
 - b. A Teacher who has not filed a request for reassignment prior to posting of the notice, and who desires such reassignment, must apply for it in writing within two (2) days of distribution of the notice to the Building Representative. If he/she does so apply he shall be granted an interview promptly.
 - c. One (1) day after completion of any required interviews, or five (5) days after distribution of the notice to the Building Representative, whichever last occurs, the reassignment of a Teacher requesting the same, or an appointment to other than a requesting Teacher may be made by the District.

F. Qualifications for Assignment – Appointments and assignments to any and all vacancies and openings shall be based upon qualifications, experience and training, and they shall be made without regard to age, sex, race, color, creed, religion, marital status, nationality or ancestry.

G. Probationary Service of Transferred Teachers – The transfer or reassignment of any tenured Teacher to a position outside of his/her existing tenure area shall require a probationary period in such new tenure area as required by law.

H. Involuntary Transfers

1. When involuntary transfers are necessary, a Teacher shall not be assigned to a position outside his/her tenure area.
2. Notice of proposed involuntary transfers shall be given by the District to the Teacher involved promptly upon knowledge of such transfers.
3. No Teacher shall be transferred involuntarily without good cause. An involuntary transfer shall be made only after a meeting between the Teacher involved and the

Article XII (continued)

Building Principal at which time the Teacher shall be notified in writing of the reasons for the transfer. If after such meeting the Teacher does not agree to the transfer, said Teacher may elect by written notice to the Superintendent to have a meeting with the Superintendent/designee and the Building Principals directly involved for the purpose of having a full discussion of the matter. The final decision for such transfer is the responsibility of the Administration which shall give due consideration to District experience and other pertinent factors.

4. Notification of an involuntary transfer shall be given to the Teacher by May 14, if feasible, but no later than August 1, except in the case of emergency.

ARTICLE XIII EVALUATION

A. Principles of Observation and Evaluation

1. The purposes of observation are improvement of instruction and evaluation of performance. By its nature the observation process engages Teachers and Administrators in a dialogue about teaching and learning, promotes professional development, and encourages teachers' self-reflection in assessing their own performance. Both observation and evaluation of teachers shall be continuous. Evaluation of work and performance included judgments resulting from both formal and informal observations. All formal observation of work and performance will be conducted openly with full knowledge of the Teacher.
2. Probationary Teachers shall be formally observed a minimum of three (3) times during each probationary year. The District's goal shall be to complete the first (1st) of these three (3) observations by October 31, the second (2nd) by the end of the first (1st) semester and the third (3rd) by March 31. By itself, failure of the District to meet this goal does not negate its right to make tenure decisions. Each of the three (3) observations shall include at least one (1) complete lesson or activity at the Middle School or High School Level. Following each observation, within a reasonable time thereafter, there shall be a personal conference held between the Teacher and the observer for the purpose of discussing said observation. At this conference it shall be the responsibility of both the evaluator and the Teacher to suggest remedial action where a need is indicated. The personal conference is between the Teacher and the Administrator, and no one else may attend unless consent is given by the Administrator.

Probationary teachers employed for less than a full year shall be observed at least once (1) for each three (3) full months of employment.

Tenured Teachers shall be observed not less than once (1) each School Year. If remedial action is recommended as a result of the first (1st) observation, or if the Teacher makes written request to the District, there shall be a second (2nd) observation. The District goal shall be to complete the observation(s) not later than March 31. Each such observation shall include at least one (1) complete lesson or activity at the Middle School or High School level. Following each observation, within a reasonable time thereafter, there shall be a personal conference held between the Teacher and the observer for the purpose of discussing said observation. At this conference it shall be the responsibility

Article XIII (continued)

of both the evaluator and the Teacher to suggest remedial action where a need is indicated. The personal conference is between the Teacher and the Administrator, and no one else may attend unless consent is given by the Administrator.

With the mutual agreement of an Administrator and a tenured Teacher, the procedure above may be replaced by the following alternate procedure:

- a. By September 30, the Teacher develops a written statement of goals and an action plan for strengthening and improving instruction, and presents them to the Administrator.
- b. By October 15, the Administrator and the Teacher meet to discuss the goals and plan.
- c. By October 25, the Administrator approves or disapproves the goals and plan.
- d. If approved by the Administrator, the teacher proceeds with the plan.
- e. Prior to the completion of the Summary Evaluation, the Administrator and Teacher meet to review the outcomes and successes of the plan. At this meeting the Teacher will present a written statement of the outcomes and successes of the plan.
- f. Under this alternate procedure, the Administrator or Principal retains the right to make formal and informal classroom observations.

The Association and the District agree that no more than three (3) tenured Teachers per Administrator will have this alternate option per school year. The Association and the District agree that this provision for alternate procedure expires June 30, 2005, and will not become a provision of the successor agreement unless mutually agreed upon by the parties.

3. All formal evaluation shall be in writing signed by the evaluator, and a copy of the same shall be given to the Teacher within ten (10) Working Days of the evaluation. The Teacher shall sign a copy of the evaluation at the time of its receipt, indicating approval or disapproval, the copy to be retained in his personal file. If he/she disapproves he may submit a written answer to the evaluation which shall be attached to the file copy.
 4. Failure of the Administration to comply with the evaluation procedures for tenured teachers as outlined above shall be interpreted to indicate satisfactory performance.
- B. Notice of Tenure Denial – Each Probationary Teacher who is not recommended for tenure shall be so notified by the Superintendent ninety (90) days, if feasible, but in no event later than sixty (60) days immediately preceding the expiration of said Teacher's probationary period.

Corrective Action and Dismissal – A Teacher shall not be disciplined except for just cause. If a Teacher is considered by the Administration to be performing his/her teaching duties in an unsatisfactory manner to the point where corrective action is deemed necessary, the Administration should, prior to taking any disciplinary action meet with and inform the Teacher of the nature of the dissatisfaction and the proposed corrective action.

Article XIII (continued)

The Teacher may elect to have an Association Representative present at such meeting.

1. Probationary Teachers – The dismissal of a Probationary Teacher shall be in accordance with the provisions of Section 3031 of the Education Law; provided, however, that if a Probationary Teacher has completed not less than two (2) years of service in the District and has requested and received the written statement containing reasons for recommendation that tenure not be granted or that services be discontinued, said Teacher may, within seven (7) days of receipt of such notification, request a hearing on the matter by giving written notice to that effect addressed to the person who sent him/her the notice. The requested hearing shall be held within seven (7) days of the receipt of the request, and if the Teacher so requests, a hearing. After the parties have expressed themselves at the hearing, the Board of Education shall make the final decision as to dismissal.

2. Tenured Teachers

- a. The dismissal of tenured Teachers shall be in accordance with applicable provisions of the Education Law.
- b. 3020a Arbitration Option
 - i. A tenured Teacher charged under Education Law 3020a shall have the option of using the Grievance Procedure in place of the procedures contained in Education Law 3020a. A tenured Teacher so charged shall have ten (10) working days from receipt of the official notice of charges to choose to use the Grievance Procedure. Failure to properly notify the District shall constitute a waiver of his/her rights to select this option.
 - ii. A Teacher choosing the Grievance Procedure will waive the first three (3) levels of the Grievance Procedure and will file directly at level two (2), Arbitration. If suspended, under either Education Law 3020a or the Grievance Arbitration Procedure, the suspension will be with pay pending the decision of the arbitrator or the 3020a panel.

C. Teachers Personal File

1. There shall only be one (1) personal file on each Teacher which is to be kept in the Building Principal's office. A Teacher shall have the right to review the contents of this file with the Building Principal or his designee or with the Assistant Superintendent for Personnel within one (1) week of a written request thereof. Personal files shall be kept reasonably up to date by the Administration and the Teacher.
2. A Teacher will be notified in writing of any entry into his/her personal file. When an entry is reported to a Teacher he/she may take written exception to it, which exception shall become part of the file.

Article XIII (continued)

3. Upon termination of employment in the District, upon request from the Teacher, a copy of his personal file, shall be delivered to him/her.
4. A Teacher or the Association, with the Teacher's written permission shall be allowed to reproduce any materials in his/her personal file.

**ARTICLE XIV
SUBSTITUTE TEACHERS**

- A. To the extent possible, the District will obtain certified substitute teachers as necessary to continue the educational program.

**ARTICLE XV
STANDING COMMITTEE**

- A. A committee to be known as the Building Committee shall be elected by each Building Faculty at the first (1st) Faculty Meeting of the fall semester.
- B. This committee shall meet with the Building Principal monthly (or at other times by mutual agreement) to discuss positive, innovative, corrective measures or possible changes to improve the building program.

**ARTICLE XVI
CURRICULUM DEVELOPMENT**

A formal program for Curriculum Development shall exist in accordance with the following:

- A. Purpose – Work performed hereunder by eligible participants shall be designed to improve and develop curriculum for use by the Fayetteville-Manlius Central School District.
- B. Eligibility – Any Teacher or group of Teachers (department, team, grade level, etc.) interested in developing and writing curriculum for District use shall be eligible to participate in accordance with the rules and procedures set forth herein.
- C. Procedure
 1. The District has the authority to determine criteria for the proposals. If the Association wishes to submit its priorities or recommendations for criteria, it should do so by March 31.
 2. Proposals for participation in a Curriculum Development project must be submitted, properly completed, on a District form. The District shall consult with the Association prior to any revision of the form. Said applications shall be submitted to the Building Principal.
 3. Proposals for the following school year should be submitted by March 31.

Article XVI (continued)

4. Applications submitted after March 31 shall be approved or disapproved in writing by the Superintendent or his/her designee.
5. The Building Principal shall review and forward each properly completed application to a designated District administrator for action on behalf of the District.
6. Final approval or disapproval of any project shall rest solely in the discretion of the Superintendent or his/her designee. A copy of each approved or disapproved application shall be furnished to the Association.
7. Upon completion of the project, the finished product shall be submitted to the District by the Teacher(s) involved, and shall become the property of the District.

D. Compensation

1. Teachers performing Curriculum Development Project work under this Article shall, be paid at the hourly rate of \$23 dollars per hour for 2002-2003, \$24 in 2003-2004, and \$25 in 2004-2005.
2. The District shall make available annually for projects approved under this Article, the sum of \$65,000 in 2002-2003, \$67,000 in 2003-2004, and \$70,000 in 2004-2005. It is not to be considered that there is a mandatory expenditure by the District of these amounts each year; or, if funds are available and approved projects are deemed necessary, shall the amounts be considered as maximums.

ARTICLE XVII ADDITIONAL CREDIT HOURS

Additional Credit Hours are those courses which are taken for the express purpose of strengthening a Teacher's skills in methodology, content or professional growth in his/her specific teaching assignment, or at the District's discretion to become certificated in another certification area.

A. Definitions

1. College Courses are courses taught by college instructors for which full college credit is granted and for which tuition is charged. Four (4) general types of "courses" are considered herein:
 - a. Standard Courses are those conducted in a classroom and completed on a semester basis. Typically these will be graduate courses. Undergraduate courses may be taken, however, provided a comparable graduate level course is not available and the course would be otherwise approvable.
 - b. Masters Thesis Courses are those requiring most of the work to be done in the form of thesis writing outside the classroom. The college gives credit ranging from three (3) to six (6) hours upon successful

Article XVII (continued)

completion. Such courses are usually completed in a semester, but sometimes require two (2) semesters.

- c. Doctoral Dissertation Courses are those which require most of the work to be done in the form of thesis writing outside the classroom. The college gives credit ranging from twelve (12) to eighteen (18) hours upon successful completion. Such courses are completed over a relatively long period ranging from one (1) to seven (7) years. For approved Doctoral Dissertation Courses, reimbursement shall be based on a credit allowance of two thirds (2/3) of full college credit with a maximum allowance of twelve (12) hours in accordance with the following examples:

| <u>College Credit</u> | <u>Reimbursement</u> |
|-----------------------|----------------------|
| 12 hours | 8 hours |
| 15 hours | 10 hours |
| 18 hours | 12 hours |

- d. Independent Study Courses are those courses taught by college instructors which meet in other than a typical classroom setting. The amount of time expended, the nature of the requirements and the anticipated outcome must be similar to those of standard college courses.

2. In-Service Courses are courses either directly sponsored by the District or offered by other districts or agencies and approved for in-service credit by the District for which credit is granted as set forth below, and which are conducted at no charge to the Teacher:

| <u>Sessions</u> | <u>Credit Hours</u> |
|-----------------|---------------------|
| 16 (2 hours) | 2 |
| 8 (2 hours) | 1 |
| 4 (2 hours) | 1/2 |
| 2 (2 hours) | 1/4 |

3. Prior Approval Request Form -- The District will provide a Prior Approval Request Form that Teachers will file to receive college or inservice credit. This form may be modified by mutual agreement of the District and the Association.

B. Approval

1. Courses Other than Doctoral Dissertations

- a. Approval of each Additional Credit Hour Course shall be at the discretion of the Superintendent/designee after written application from the Teacher on the prescribed form. The application shall be submitted prior to registration for such course. Courses with an emphasis on travel will not be approved.

Article XVII (continued)

- b. The Superintendent/designee shall return a copy of the application to the Teacher indicating approval or disapproval. In the event of disapproval, the reason therefore shall be set forth concisely. Where the application is disapproved, an additional copy of the disapproved application shall be sent to the Association's designee.
- c. A Teacher whose application is disapproved may request a hearing by an Approval Committee provided said request is in writing and endorsed by the Association. The Approval Committee shall have three members comprised of the Superintendent, one member chosen by the Association, and one chosen by the District.
- d. Following a meeting on the matter, the Committee by a majority vote shall render its decision, which shall be final as to whether the subject course(s) applied for is/are qualified as to strengthening the Teacher's skills in methodology, content, or professional growth in said Teacher's specific Teacher Assignment.
- e. The maximum number of credit hours which may be taken each School Year shall be twelve (12) hours. Not more than one three-hour course (or four-hour if it is a lab course) may be taken concurrently during the Academic Year.
- f. A full program of courses may be submitted to the Superintendent/designee for approval during the term of this Agreement.
- g. A course taken by a Teacher at the Teacher's expense shall not qualify for horizontal column movement on the Salary Schedule; provided, however, that where a Teacher has applied to take and be reimbursed for a College Course, and said Course would have received approval under this section B., except for the fact that the annual limit of District reimbursement provided for in section C. hereof has already been allocated; then and in that event only, the Teacher whose application has been so disapproved may elect, by written notice to the District to that effect, to reapply for approval of the same course to be taken at the Teacher's expense. Approval by the District shall be obtained prior to the commencement of such a course.

Upon successful completion of such a non-reimbursed College Course, the Teacher shall submit to the District a certificate to that effect from the College which gave the course, and shall thereupon be credited with the appropriate number of Credit Hours for horizontal column movement in the same manner as would have been the case upon successful completion of a reimbursable College Course.

2. Doctoral Dissertations

- a. Because of the long time period for completion of these courses, no prior approval will be given for courses commenced during the term of this Agreement. Applications for approval and reimbursement shall be

Article XVII (continued)

made only after completion of the dissertation, shall be accompanied by an appropriate Certificate of Successful Completion and must be submitted within one (1) year after successful completion. The provisions of the then current Collective Bargaining Agreement between parties shall govern as to whether reimbursement is then available, and if so, the method of application, criteria for reimbursement, rate and method of reimbursement and any annual limitation as to amount of total reimbursement.

C. Reimbursement

1. Upon successful completion of an approved college course, the Teacher shall be reimbursed by the District for the actual cost to him/her of the course's tuition (an amount not greater than the then current Syracuse University charges), student activity fees and lab fees, if any. Tuition vouchers issued to a Teacher shall be used to reduce the cost of tuition.
2. To receive reimbursement, the Teacher shall submit to the District a reimbursement form with proper receipts attached.
3. Total reimbursement by the District for additional Credit Hours shall not exceed the sum of \$183,000 in 2002-2003, \$192,000 in 2003-2004, and \$200,000 in 2004-2005.

**ARTICLE XVIII
CONFERENCES AND MEETINGS**

A. Advancement of Profession – Teachers who are elected delegates or alternates shall be permitted to attend meetings as set forth below:

1. Annual Meeting of the State Organization (NYSUT), each of four (4) delegates may attend up to three (3) days.
2. New York State Teachers Retirement Board, each of two (2) delegates may attend up to two (2) days.
3. Annual Meeting of the National Organization

These meetings are presently held during summer vacation. If, during the term of this Agreement, the schedule is changed so that such meetings are held during the Academic Year, the attendance permitted to Teacher delegates shall be mutually agreed to by the District and the Association.

Article XVIII (continued)

B. Professional Development and Educational Improvement Expenses of Professional Workshops

Upon application to and approval of the Superintendent, a Teacher may attend approved workshops, seminars, conferences, visitation days, or other professional improvement sessions under one (1) of the following three (3) conditions:

1. Expenses paid and salary paid
2. Expenses not paid but salary paid
3. Expenses not paid and salary not paid

C. District Meeting Schedule – The schedule for meetings within the District shall, to the extent possible, be in accordance with the following:

1. Monday – District-wide meetings (Association meetings shall have preference).
2. Tuesday – Building meetings or Curriculum meetings
3. Wednesday – District-wide meetings, In-service meetings, or District-sponsored University courses.
4. Thursday – District-wide meetings, In-service meetings, or District-sponsored University courses.

(On Wednesdays and Thursdays, In-service meetings and/or District-sponsored University courses shall have preference).

**ARTICLE XIX
TEACHER IMPROVEMENT**

A Teacher improvement plan is a plan which addresses the performance of Teachers whose performance is determined by the District to be in need of improvement. The Superintendent/designee in consultation with the teacher shall develop such a plan. The teacher may be required to participate in the plan for up to 30 hours per year outside of the regular workday.

**ARTICLE XX
SALARY**

- A. The 2002-2003, 2003-04 and 2004-05 salary schedules included in this Agreement are intended to represent the salary increases for Teachers within the salary schedule. For teachers off the salary schedule base salaries will increase by 4.25% in 2002-2003, 4.25% in 2003-04, and 4.25% in 2004-05.
- B. The District shall have the right to hire a newly employed Teacher at a salary in excess of the otherwise applicable rate set forth in the applicable Salary Schedule. The District shall use this right to accomplish the addition to its teaching staff of exceptionally qualified Teachers, and shall submit to the Association a list of Teachers so hired by October 1. Any credit for salary placement under this paragraph shall not be considered as service in the District to qualify for any benefit in this Agreement requiring years of service in the District.

Article XX (continued)

C. Pay Day Schedule

1. For the Academic Year, Teachers shall be paid at the end of the first (1st) week of work. A bi-weekly schedule will then be established for the remainder of the school year. When a payday so scheduled occurs more than 3 days into vacation period, checks will be mailed to the Teachers not later than the scheduled payday, or checks may be picked up at the Business Office on the scheduled payday, if prior arrangements have been made with the payroll department. If a Teacher desires a paycheck mailed to other than his/her home address, a stamped self-addressed envelope must be left with the payroll department prior to the scheduled mailing.
2. A Teacher may elect to have his/her bi-weekly pay spread over twenty seven (27) pay periods. The last six (6) such payments shall be paid on the last scheduled payday in June.
 - a. The Teacher desiring this twenty seven (27) period pay agreement who is currently employed by the District, must so advise the District in writing on or before July 1. Where a Teacher has selected the 27-period pay arrangement, such arrangement shall continue from year to year until such time as he/she notifies the District in writing of his/her wish to terminate. After such request termination shall be effective only after the end of the school year in which notice is given.
 - b. A Teacher employed any time subsequent to July 1 of the contract year must make this choice of pay periods prior to commencing work.

D. Teachers and National Service

Service in the armed forces, Peace Corps, and Volunteers in Service to America (VISTA) represents a contribution to the nation. A Teacher who has served in any of these groups, and who at the time of commencement of such service was eligible for employment as a Teacher in the District, shall receive credit for each year of such service up to 2 years for the purposes of salary step placement.

Article XX (continued)

E. Salary Schedule

1. 2002-2003 BASIC SALARY SCHEDULE

| STEP | COLUMN 4 | COLUMN 5 | COLUMN 6 | COLUMN 7 |
|------|----------|----------|----------|----------|
| 1 | \$35,000 | \$36,200 | \$37,500 | \$38,900 |
| 2 | \$35,500 | \$36,700 | \$38,250 | \$39,600 |
| 3 | \$36,000 | \$37,200 | \$39,000 | \$40,468 |
| 4 | \$36,500 | \$37,700 | \$39,750 | \$41,547 |
| 5 | \$37,000 | \$38,200 | \$40,500 | \$42,625 |
| 6 | \$37,500 | \$38,700 | \$41,660 | \$43,769 |
| 7 | \$38,000 | \$39,638 | \$42,512 | \$44,923 |
| 8 | \$38,500 | \$40,841 | \$43,708 | \$46,120 |
| 9 | \$39,457 | \$42,045 | \$44,902 | \$47,310 |
| 10 | \$40,462 | \$43,243 | \$46,093 | \$48,501 |
| 11 | \$41,826 | \$44,433 | \$47,283 | \$49,691 |
| 12 | \$43,018 | \$45,624 | \$48,472 | \$50,848 |
| 13 | | \$46,872 | \$49,713 | \$52,129 |
| 14 | | \$48,100 | \$50,963 | \$53,455 |
| 15 | | | \$52,455 | \$54,782 |
| 16 | | | \$53,944 | \$56,022 |

2. 2003-2004 BASIC SALARY SCHEDULE

| STEP | COLUMN 4 | COLUMN 5 | COLUMN 6 | COLUMN 7 |
|------|----------|----------|----------|----------|
| 1 | \$36,000 | \$37,200 | \$38,500 | \$39,900 |
| 2 | \$36,500 | \$37,739 | \$39,094 | \$40,553 |
| 3 | \$37,009 | \$38,260 | \$39,876 | \$41,283 |
| 4 | \$37,530 | \$38,781 | \$40,658 | \$42,188 |
| 5 | \$38,051 | \$39,302 | \$41,439 | \$43,313 |
| 6 | \$38,573 | \$39,824 | \$42,221 | \$44,437 |
| 7 | \$39,094 | \$40,345 | \$43,431 | \$45,629 |
| 8 | \$39,615 | \$41,323 | \$44,319 | \$46,832 |
| 9 | \$40,136 | \$42,577 | \$45,566 | \$48,080 |
| 10 | \$41,134 | \$43,833 | \$46,810 | \$49,321 |
| 11 | \$42,369 | \$45,081 | \$48,052 | \$50,562 |
| 12 | \$43,604 | \$46,321 | \$49,293 | \$51,803 |
| 13 | | \$47,563 | \$50,532 | \$53,009 |
| 14 | | \$48,864 | \$51,826 | \$54,344 |
| 15 | | | \$53,129 | \$55,727 |
| 16 | | | \$54,684 | \$57,110 |

Article XX (continued)

3. 2004-2005 BASIC SALARY SCHEDULE

| STEP | COLUMN 4 | COLUMN 5 | COLUMN 6 | COLUMN 7 |
|------|----------|----------|----------|----------|
| 1 | \$37,010 | \$38,210 | \$39,515 | \$40,915 |
| 2 | \$37,530 | \$38,781 | \$40,136 | \$41,596 |
| 3 | \$38,051 | \$39,343 | \$40,756 | \$42,277 |
| 4 | \$38,582 | \$39,886 | \$41,571 | \$43,038 |
| 5 | \$39,125 | \$40,429 | \$42,386 | \$43,981 |
| 6 | \$39,668 | \$40,972 | \$43,200 | \$45,154 |
| 7 | \$40,212 | \$41,517 | \$44,015 | \$46,326 |
| 8 | \$40,756 | \$42,060 | \$45,277 | \$47,568 |
| 9 | \$41,299 | \$43,079 | \$46,202 | \$48,822 |
| 10 | \$41,842 | \$44,387 | \$47,502 | \$50,123 |
| 11 | \$42,882 | \$45,696 | \$48,799 | \$51,417 |
| 12 | \$44,170 | \$46,997 | \$50,094 | \$52,711 |
| 13 | | \$48,290 | \$51,388 | \$54,005 |
| 14 | | \$49,584 | \$52,680 | \$55,262 |
| 15 | | | \$54,029 | \$56,654 |
| 16 | | | \$55,387 | \$58,095 |

4. Explanatory Notes

- a. A Teacher who is no longer within the salary schedule, who accumulates sufficient additional credit hours for column movement, shall receive, in addition to the raise accorded Teachers also off the salary schedule, an amount equal to the difference between the last step of the column being left and the corresponding step in the new column.
- b. Once a Teacher moves off the salary schedule subsequent course credit will not return the Teacher to the salary schedule.

F. Additional Degrees – Teachers who earn degrees beyond the Bachelor's in their assignment area will be compensated as follows:

| | |
|------------------------------|---------|
| Masters | \$1,100 |
| C.A.S. | \$1,100 |
| Doctorate | \$1,200 |
| National Board Certification | \$2,000 |

G. Curriculum Development and Home Instruction

| |
|--------------------------------|
| \$23.00 per hour for 2002-2003 |
| \$24.00 per hour for 2003-2004 |
| \$25.00 per hour for 2004-2005 |

Article XX (continued)

- H. Employment Beyond the Work Year – Except for Summer School instruction for which an hourly rate is paid, Teachers will be paid on a per diem basis (1/200 of regular salary) for employment beyond the Work Year as specified in Article X.
- I. Summer School – Teachers appointed by the District to teach in the District's summer school program will be compensated in the amount of \$2,200 for the required 32 days, per 90 minute class, including all preparation and all proctoring and scoring responsibilities required for summer school final exams. While the District is not obligated to Fayetteville-Manlius Teachers, certified Fayetteville-Manlius Teachers are given first (1st) consideration for the position of summer school teacher. Sick leave for summer school will be three (3) days, non-cumulative.
- J. Subject Area Coordinator's Schedule – Coordinators shall receive a salary based on their proper placement on the Basic Salary Schedule, plus ten (10%) percent. Normal work hours will be maintained from September 1 through June 30.
- K. Counselors – Counselors are expected to work during the student summer vacation period. A schedule of summer workdays for Counselors will be provided by the District by May 1 of each year.
- L. High School Instructional Specialists and Middle School Department Leaders – Job descriptions for these positions will be developed by the District. The District will notify the Association by May 1 each year of the departments for which it intends to employ Instructional Specialists or Department Leaders for the following school year. Compensation and released time for these positions shall be allocated as follows:
- Middle School Department Leaders – Twelve hundred (\$1200) dollars per Department Leader. No released time.
- High School Instructional Specialists – Each instructional Specialist shall be compensated at the rate of one hundred fifty (\$150) dollars for each Teacher in his/her department, but in no case less than one thousand (\$1,000) dollars. In addition, the following schedule of released time will occur:
- | | |
|--------|--|
| 0 – 7 | Teachers in department, no released time |
| 8 – 12 | Teachers in department, one (1) released class |
| 13 | and more Teachers in department, two (2) released periods (one (1) class, one (1) duty or two (2) classes). |
- M. Additional Required Course Work – Teachers required to complete credit hours for the purpose of becoming certificated in another certification area shall receive curriculum development pay for the necessary classroom hours.
- N. Additional Credit Hours beyond Column 7 – will increase salary by \$275 per 3 credit hours, up to 3 credit hours per year, including District inservice courses. An additional 9 credit hours per year will be allowed for tuition reimbursement only.
- O. Employment Beyond the School Day – Whenever a Teacher is asked by the District to work beyond the Teacher Work Day for the purpose of academic remediation, the teacher will be reimbursed at the curriculum development rate for such additional service.

ARTICLE XXI
EXTRA ASSIGNMENT COMPENSATION

- A. Extra-curricular Activities, etc. – Teachers shall be paid for duties assigned beyond their normal load and workday. Payment shall be based upon the established hours for each activity. Teachers with continuing appointments from 1983-84 will receive an annual increase of 8% for the duration of this Agreement unless and until the hourly rate in existence produces a larger wage for said Teacher. Teachers without such continuing appointments shall be compensated at the following hourly rates:

Athletics, Intramurals

And Co-Curricular

\$18.50 for 2002-2003

\$19.00 for 2003-2004

\$19.50 for 2004-2005

Bus Duty

\$15.25 for 2002-2003

\$15.50 for 2003-2004

\$15.75 for 2004-2005

Coaches shall be compensated on a fixed salary by season. For 2002-03, 2003-04, and 2004-05 these salaries shall be increased each year by \$150 for Varsity coaches, \$100 for Assistant Varsity and junior Varsity coaches, and \$50 for Freshman and Modified coaches. Experience credit of \$300 shall continue for the 11th, 16th, 21st, 26th, and 31st years of experience. Per diem salary for post season play for varsity coaches will be paid beginning with the sixth practice or contest day.

Activities to be compensated are:

1. Interscholastic Sports

BOYS

Baseball

Varsity, Asst. Varsity

J.V.

Freshman

Modified

Basketball

Varsity

J.V.

Freshman

Modified

Bowling

Varsity

Cross Country

Varsity, Asst. Varsity

Football

Varsity, Asst. Varsity

J.V., Asst. J.V.

Freshman, Asst. Freshman

Modified, Asst. Freshman

GIRLS

Basketball

Varsity

J.V.

Freshman

Modified

Bowling

Varsity

Cheerleaders

Varsity

J.V.

Cross Country

Varsity, Asst. Varsity

Modified

Field Hockey

Varsity

J.V.

Modified

Golf

Varsity, Asst. Varsity

Article XXI (continued)

BOYS

Golf

Varsity
J.V.

Ice Hockey

Varsity, Asst. Varsity

Lacrosse

Varsity, Asst. Varsity
J.V., Asst. J.V.
Freshman, Asst. Freshman
Modified, Asst. Modified

Soccer

Varsity, Asst. Varsity
J.V.
Freshman
Modified

Swimming

Varsity, Asst. Varsity

Tennis

Varsity

Track

Varsity, Asst. Varsity
Modified

Winter Track

Varsity, Asst. Varsity

Wrestling

Varsity
J.V.
Modified

Volleyball

Varsity
J.V.

GIRLS

Gymnastics

Varsity, Asst. Varsity

Lacrosse

Varsity, Asst. Varsity
J.V., Asst. J.V.
Freshman, Asst. Freshman
Modified, Asst. Modified

Soccer

Varsity, Asst. Varsity
J.V.
Freshman
Modified

Softball

Varsity, Asst. Varsity
J.V.
Freshman
Modified

Swimming

Varsity, Asst. Varsity

Tennis

Varsity
J.V.

Track

Varsity, Asst. Varsity
Modified

Volleyball

Varsity
J.V.
Freshman
Modified

Article XXI (continued)

2. Extra Duty – Non-athletic

Position

Athletic Association – HS
Central Treasurer – HS
Drama Director – HS
Ass't. Drama – HS
Yearbook – HS
"Voices" - HS
"Sting" – HS
Speech Club – HS
Student Gov't. – HS
National Honor Society - HS
Senior Class Advisor – HS
Junior Class Advisor – HS
Sophomore Class Advisor – HS
Freshman Class Advisor – HS
Model U.N. – HS
Marching Band Director – HS
Marching Band Flag & Dance – HS
Yearbook – Middle
Drama – Middle
Central Treasurer – Middle
Character Education Coordinator - HS
High School Spring Musical – Producer
High School Spring Musical – Director
High School Spring Musical – Assistants
 Assistant – Choreographer
 Assistant – Music
 Assistant – Orchestra, Set & Vocal

All County Music Competition
Chorale Director
Showboat Director
Showboat Producer
"Swing 16"
Jazz Ensemble
String Ensemble
Thespian Advisor – HS
Math League Advisor – HS
Ass't Math League Advisory – HS
PEP Band Director
Marching Band Director – Middle
School Store – Middle
Volunteer Program
Science Olympiad – HS and MS
Saturday Suspension Supervisor
Mock Trial Advisor
Graduation Advisor
Soprano/Alto Choir
Special Education Swim Program
D.E.C.A. - HS

B. Activities Provisions

1. All Extra Duty Assignments

The hours assigned have been mutually and equitably worked out and have been capped according to present conditions and responsibilities. The number of hours per activity is specified in "Guidelines for Extra Duty Assignments, July 1, 1983."

Anyone proposing a change of conditions or increased responsibility:

- a. Must prepare a written statement outlining the nature of the change.
- b. Present the statement to a joint committee of the Association and the District for review.
- c. Such review will be accomplished by June 1 of the preceding contract year.

Article XXI (continued)

2. Athletic Assignments

Until the satisfactory completion of all duties and responsibilities are fulfilled that pertain to each coaching season, the School District may withhold final compensation for that season.

3. Bus Duty – Compensation for Teachers performing bus duty will be the product of the hourly rate listed and the number of hours per day as established by the Superintendent.

4. Intramural Coaches – Teachers will be compensated for Intramural Coaching duties performed after the end of the normal teaching day.

Compensation for Assistant Intramural Coaches will be the product of the number of assigned hours and the hourly rate.

C. Academic Overload

1. Teachers given an extra Academic assignment shall be paid for the performance of such assignment, eight (8%) percent per semester of the applicable Step of the Bachelor's (four (4) years) column of the Teacher's Salary Schedule.

2. If it becomes necessary to have in one (1) school building more than one (1) class of overload in a single subject area (for example, high school math), the District shall hire a part-time Teacher to handle the extra classes necessary in that subject except where otherwise agreed to by the parties.

3. Dismissal

- a. Assignment of Teachers to duties for which Extra Assignment Compensation is paid is on an annual basis. If the District determines to either discontinue the position or terminate the Teacher who is performing the assignment, it shall notify the Teacher of that decision not less than thirty (30) days in advance of the effective date of termination. Such Teacher may, within 7 days of receipt of the notice, request in writing that he/she be furnished with a written statement giving the reasons for such recommendation and within seven (7) days thereafter such written statement shall be furnished. Such Teacher may either file a written response to such statement with the Superintendent within (seven) 7 days after receipt of the statement containing the reasons, or as an alternative, request a hearing on the matter by giving notice to that effect addressed to the person who sent him a notice.

Article XXI (continued)

- b. The requested hearing shall be held within (seven) 7 days of receipt of the request, and if the teacher so requests, a representative of the Association shall be present at the hearing.
 - c. After the parties have expressed themselves at the hearing, the Superintendent shall make the final decision as to dismissal.
4. Resignation – A Teacher performing an Extra Compensation Assignment shall resign by giving reasonable advance written notice to that effect to the Superintendent and the teacher's applicable Building Principal or Immediate Supervisor, which notice shall specify the effective date of termination. The District shall be considered as having received notice of resignation on the day the notice is actually received by the Superintendent.
5. Posting
- a. Upon dismissal or resignation of a Teacher performing an Extra Compensation Assignment, or where a new Extra Assignment is created, the Superintendent/designee, shall, not later than (ten) 10 days after the effective date of termination, resignation, or creation of a new assignment, distribute to each Building Representative a notice containing a description of such assignment.
 - b. A Teacher desiring such assignment must apply for it in writing within (ten) 10 days of distribution of the notice. If he/she does so apply he/she shall be granted an interview, or within (thirty) 30 days after posting of the required notice, whichever last occurs, the said assignment may be filled by the Superintendent/designee either from among applying Teachers or from such other source as the Superintendent determines.
 - c. If the dismissal or resignation from an existing assignment or the creation of new assignment occurs during the summer months, the notice required shall be sent to the Association's designee.

**ARTICLE XXII
TERMINATION PAY PLAN**

A. Maximum Entitlement

Maximum entitlement is \$30,000 dollars. It will be made available to those who are eligible for retirement benefits under the New York State Teachers Retirement System and who retire:

- 1. during the first (1st) year of eligibility for benefits with twenty (20) years of credited service; or
- 2. during the twentieth (20th) year should that occur after the first (1st) year of eligibility for full benefits.

Article XXII (continued)

B. Irrevocable Letter of Resignation

An eligible Teacher who elects to retire under this plan shall submit an irrevocable letter of resignation to the District in the form illustrated in the Appendix to this Agreement. The said letter shall be submitted to the District in accordance with the following:

1. Normal – Except under the circumstances set forth in subparagraphs 2 or 3 below, the letter is to be submitted on or before July 31 preceding the effective date.
2. Change of Circumstance – A Teacher who has experienced a change of circumstances subsequent to July 31 which causes said Teacher to desire to retire between June 30 and August 31 of that year, may submit to the District said letter of resignation no later than the February 28 immediately preceding the effective date. Acceptance of such late-submitted resignations shall be at the sole discretion of the District whose decision on the matter of eligibility for this plan shall be final and binding on the Teacher.
3. Disability – If, subsequent to July 31 preceding an effective date, an eligible Teacher shall become wholly or continually disabled and prevented from performing the duties pertaining to said Teacher's employment with the District, and if said Teacher notifies the District of such disability within one (1) month of its occurrence, said Teacher may submit an irrevocable letter of resignation together with the notice of disability. The effective date set forth in such letter of resignation shall not be later than the last day of the month following that in which disability occurs.
4. Three Year Early Election – A Teacher may file an irrevocable letter of resignation three years before the effective date of such retirement. In that case, the teacher shall receive a non-elective employer 403b contribution in each of those three years that are part of the entitlement that will make the total salary increase 20%. Any balance of the entitlement remaining at the end of the three years will be treated in the same manner.

C. Payment

At the discretion of the Teacher and with specification thirty (30) days in advance of the date of retirement, the maximum entitlement of thirty thousand (\$30,000) dollars may be paid in two (2) installments of fifteen thousand (\$15,000) dollars as a non-elective employer 403b contribution. Such employer contribution shall be made to a 403b carrier chosen by the employee.

D. Incentives

1. If a Teacher has submitted a letter of resignation with service to be completed at the end of a school year in which the District offers an additional incentive, or accepts an incentive offered by the State, said Teacher shall be eligible for the benefits contained in the additional or State incentive in lieu of the original incentive accepted by the Teacher.

Article XXII (continued)

2. Upon agreement with the Association President, the District may offer a retirement incentive that exceeds the amount stipulated in this Article.

E. Additional Attendance Retirement Incentive

Upon retirement a non-elective employer contribution equal to \$35 per each accumulated, unused, and forfeited sick day to a maximum of \$7,000. This payment will be made as a non-elective employer 403b contribution and shall be made to a 403b carrier chosen by the employee.

**ARTICLE XXIII
INSURANCE AND ANNUITIES**

A. Health and Dental Insurance

1. The District shall provide a shared-cost hospitalization and medical insurance plan, as well as dental insurance plan. Selection of insurance carrier will be made mutually by the District and FMTA. It is agreed that insurance coverage shall be provided at lowest cost as long as benefits are identical to, and processing provisions are equivalent to, those in 1982-83. In addition, the district shall provide a dental plan. The dental plan will change to Prime Blue Schedule 31 Dental Plan. A moderate vision care plan, as mutually agreed by the District and FMTA, will be provided, at full cost to the District. Teacher contributions shall be a percentage of the premium: individual coverage 10%, dependent coverage 25%.

2. A moderate vision care plan shall be provided. Teacher contributions shall be a percentage of premium: individual coverage 0%, dependent coverage 10%

3. A Teacher who retires from the District shall be entitled to maintain existing health, dental, and vision benefits. For individual coverage the retiree shall contribute on the same basis as an active Teacher. Dependent coverage may be maintained at full cost to the retiree. If the retired Teacher's coverage at the time of retirement included coverage for a spouse, said spouse shall have the option, in the event of the death of the insured Teacher prior to age 65, of maintaining his/her coverage to age 65, and shall pay the full cost thereof.

- B. Disability Insurance - As a supplement to sick leave benefits provided in this Article, the District agrees to participate in setting up a program of long-term disability benefits through a mutually agreeable insurance company program at a cost to the District not in excess of fifteen thousand (\$15,000) dollars per year.

- C. Tax Sheltered Annuities – The District shall make payroll deductions for the purchase of tax-sheltered annuities in accordance with the applicable payroll deduction authorization for each Teacher.

ARTICLE XXIV SICK LEAVE

In establishing these leave provisions the District and the Association agree that the most significant influence in a student's education is the Teacher. Accordingly, regular Article Teacher attendance is essential to consistency and instructional effectiveness. At the same time, the District and the Association recognize that circumstances can occur that require the Teacher to be absent. The intent of these provisions is to define the conditions for which a Teacher may be absent while emphasizing the importance of regular Teacher attendance. To the extent possible Teachers will schedule appointments after school hours or during vacation periods and arrange for outside care during times of family illness (child, parent or almost-family).

A. Accrued Sick Leave

1. To be eligible for sick leave a newly employed Teacher shall have worked for the District for not less than a full month.
2. A Teacher shall be allowed twenty (20) days per school year at full salary for personal illness.
3. Sick leave days in this amount shall be credited to the account of the Teacher at the beginning of employment, and unused sick leave days added at the beginning of each succeeding year.
4. Sick leave may be used for the days credited to the Teacher's account to a maximum of two hundred (200) school days at full pay with the following restrictions:
 - a. If a Teacher is eligible for retirement under provisions of the retirement system, sick leave shall cease at the end of that school year or at the time of retirement, whichever shall come first, except as otherwise specifically set forth in this Article.
 - b. Sick leave is not intended to and shall not be used for any other reason than illness or medical disability of the Teacher. Medical disability of a Teacher shall include a period while pregnant during which she is physically disabled from performing her duties as a Teacher. In connection with such pregnancy-related disability, applications for sick leave shall be governed by the applicable provisions (See parent and maternity leaves, Article XXVI).

B. Written Statement of Accrued Sick Leave – By October 1 of each Academic Year, each Teacher shall receive a written statement specifying the number of days of sick leave used during the previous Academic Year and the total number of accumulated days of sick leave.

C. The Superintendent/designee may request a physician's certificate from the Teacher who has been absent more than five (5) consecutive days.

D. Where a Teacher who is eligible for retirement at the end of a given school year but is not required by law to retire at such time, has given timely notice to the District of

Article XXIV (continued)

intent to continue teaching during the following school year, and subsequent to giving of such notice and before conclusion of a subsequent school year, becomes ill and is unable to continue teaching (with certification to that effect by his/her physician), the following rules shall apply:

1. If such Teacher is unable to report for work on September 1, and his/her doctor certifies that in his/her opinion the Teacher can return to work on or before

November 1 of the year involved, said teacher shall be allowed to use accumulated sick leave to cover the period from the commencement of school until the day he is able to and does return to work; provided, however that while he/she may return any time he/she is able on or before November 1, if unable to return on or before that date he/she must remain out for the balance of the fall semester. If the physician's estimated date of ability to return to work is later than November 1 of the year involved, the Teacher likewise shall not return to work prior to the end of the fall semester. The maximum amount of accumulated sick leave to be used for this purpose shall be the number of workdays required to complete the school year.

2. If the Teacher is unable to report for work at the beginning of the spring semester, the same condition shall apply for that semester except the date April 1 shall be substituted for November 1, etc.

3. This subparagraph is intended as a specific exception to the restriction contained in paragraph A.4.a of this Article.

E. If permitted under existing State Law, where a Teacher has commenced teaching during a school year at the end of which he/she would be eligible for full retirement, and during such school year is unable to continue teaching as certified to by his/her physician, said Teacher shall be allowed to use accumulated sick leave, as days worked for the purpose of attaining full retirement eligibility.

F. Sick leave days shall be apportioned to part-time Teachers on a prorated scale based on that portion of time for which they are contracted.

ARTICLE XXV OTHER LEAVES

In establishing these leave provisions the District and the Association agree that the most significant influence in a student's education is the Teacher. Accordingly, regular Teacher attendance is essential to consistency and instructional effectiveness. At the same time, the District and the Association recognize that circumstances can occur that require the Teacher to be absent. The intent of these provisions is to define the conditions for which a Teacher may be absent while emphasizing the importance of regular Teacher attendance. To the extent possible Teachers will schedule appointments after school hours or during vacation periods and arrange for outside care during times of family illness (child, parent or almost-family).

Article XXV (continued)

A. Parental and Maternity Leaves

1. A leave of absence without pay may be granted to a Teacher by the Board with the recommendation of the Superintendent for the purpose of child-bearing or child-rearing for a period not to exceed two (2) years.
2. A teacher shall notify the District not less than three (3) months before her personal physician's estimated delivery date in the event of pregnancy or not less than one (1) month before the date of adoption in the case of adoption, as to said Teacher's election of the type of leave desired, which shall be one of the following:
 - a. Parental leave of absence without pay pursuant to Article XXV, A.1. hereof (pregnancy or adoption); or
 - b. Sick leave during the period when she is physically unable to perform her duties as a Teacher (pregnancy only); or
 - c. Sick leave during said period of pregnancy-related disability plus a parental leave of absence without pay commencing on termination of the said period of disability (pregnancy only).

3. Procedure

The notification to the District shall be submitted on the form attached as Appendix I (1) and Appendix I (2), if applicable.

- a. For a parental leave of absence, the commencement and termination date shall be agreed to by the Teacher and the Superintendent/designee. In the event this period should need to be altered, an alteration shall be mutually agreed upon by the Superintendent/designee and the Teacher.
- b. For sick leave during the period of pregnancy-related disability only, the Teacher shall, prior to commencing the same, obtain from her personal physician and submit to the District written certification in the form attached hereto (Appendix I – (2)), as to date of commencement of the disability and an estimate as to its duration.

At any time after such a sick leave has continued for a period of six (6) weeks after delivery, the Teacher upon request from the District shall submit an additional written certification from her personal physician to the effect that the disability continues. (Appendix I – 3))

- c. For a combined sick leave and parental leave of absence without pay, the Teacher shall first proceed with the provisions of A.3.b. hereof; and then apply for parental leave in accordance with A.3.a.

Article XXV (continued)

- d. A Teacher who is on the sick leave portion of a parental leave may elect to return to teaching anytime prior to the beginning of the unpaid portion of the parental leave, thereby terminating the leave at that point.

B. Sickness and Death in the Immediate Family

1. Each Teacher shall be granted up to three (3) days of leave with full pay for each death in the family. Such leave shall be on a non-cumulative basis.
2. Each Teacher shall be granted up to four (4) days of leave with full pay for each serious illness in the family. Such leave shall be on a non-cumulative basis.
3. Family for purposes of subparagraphs 1 and 2 consists of:

| | | |
|---------|----------|-----------------|
| Husband | Guardian | Daughter |
| Wife | Sister | Father-in-law |
| Mother | Brother | Mother-in-law |
| Father | Son | "Almost Family" |

"Almost Family" shall be a person who has had a long, exceedingly close, family-type relationship with the Teacher.

C. Leave of Absence Without Pay

1. The Board, at its discretion, may grant leaves of absence without pay for periods generally not to exceed one (1) year. The application for such a leave, accompanied by reasons for the request, shall be made to the Board through the applicant's Immediate Supervisor.
2. A Teacher requesting a leave of absence shall be notified at the time of action on the request whether or not a salary step will be granted in connection with such leave.
3. A Teacher granted a leave of absence shall be entitled to the then current health insurance benefits, the full cost to be paid by the Teacher.

D. Jury Duty – A Teacher shall suffer no reduction from his regular pay while serving as a juror.

E. Personal Leave

1. A Teacher shall be entitled, during each academic year, to not more than three (3) personal leave days with pay, such leave to be taken on reasonable notice to the Administration. No reason for the leave need be given by the Teacher at the time a request is made for the same, except as specified in number four (4) below.
2. Personal leave shall be on a non-cumulative basis.

Article XXV (continued)

3. It is the intention of the parties that the privilege of personal leave is granted to enable a Teacher to take up to three (3) such days per school year for a valid reason. Recognizing that a teacher's primary professional responsibility is to the students, the only criterion required to establish validity for use of a personal day, when such establishment is requested by the Administration, shall be the Teacher's written declaration that the purpose of any give personal leave exceeds that teacher's professional responsibility to his/her students.
 4. It is the intent of personal leave that it not be used to extend a vacation period. For this provision, a "vacation" means any interval during the academic year that includes two or more consecutive vacation days or school holidays; i.e., Thanksgiving vacation or Friday and Monday school holidays around the same weekend. Personal leave may be used on a day before or day after a "vacation", except when its purpose is to extend a personal vacation. Hence on a day immediately preceding or succeeding a vacation period a reason must be given in writing.
- F. The Superintendent is authorized to grant additional leave under unusual circumstances, which, in his judgment, justify such an exception.

LEGAL PROVISIONS

ARTICLE XXVI TAYLOR LAW

Taylor Law Clause – Sec. 204-a Agreements between Public Employers and Employee organizations:


"It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval"

ARTICLE XXVII ENTIRE AGREEMENT

This agreement contains the entire agreement between the parties on the subject matter set forth herein, supersedes and replaces that certain Agreement between the parties hereto dated July 1, 2002, and may be modified or amended only by written agreement of the parties. The District and the Association agree that all terms and conditions not covered by this Agreement shall continue to be subject to the District's decision and control and shall not be the subject of negotiations until the commencement of a successor to this Agreement.


FAYETTEVILLE-MANLIUS CENTRAL SCHOOL DISTRICT

Dated: 7/23/02

By: 
Philip Madin
Superintendent of Schools

FAYETTEVILLE-MANLIUS TEACHERS ASSOCIATION

Dated: 7/23/02

By: 
Barry Miller
President

Appendix A (1)
Fayetteville-Manlius Teacher Summary Evaluation Form

Name _____ Building _____
Position _____ Date _____

| | Developing | Competent | Accomplished | Unsatisfactory/ Needs Improvement |
|--|------------|-----------|--------------|--------------------------------------|
| Planning and Assessment | | | | |
| 1. Possesses strong conceptual understanding of the content | _____ | _____ | _____ | _____ |
| 2. Develops goals that reflect high expectations for student performance | _____ | _____ | _____ | _____ |
| 3. Uses a variety of resources and materials | _____ | _____ | _____ | _____ |
| 4. Demonstrates understanding of the New York State Learning Standards | _____ | _____ | _____ | _____ |
| 5. Uses a variety of assessment techniques to monitor student achievement | _____ | _____ | _____ | _____ |
| 6. Reflects upon practice to modify instruction | _____ | _____ | _____ | _____ |
| 7. Uses research to guide instruction | _____ | _____ | _____ | _____ |
| Instruction | | | | |
| 1. Implements instruction with clear objectives and expectations | _____ | _____ | _____ | _____ |
| 2. Actively engages and motivates students | _____ | _____ | _____ | _____ |
| 3. Maintains appropriate tempo and pace | _____ | _____ | _____ | _____ |
| 4. Uses techniques that develop higher order thinking skills | _____ | _____ | _____ | _____ |
| 5. Uses a variety of strategies that are developmentally appropriate | _____ | _____ | _____ | _____ |
| 6. Integrates technology into instruction | _____ | _____ | _____ | _____ |
| 7. Effectively teaches all assigned curricula | _____ | _____ | _____ | _____ |
| Learning Environment | | | | |
| 1. Establishes a positive and safe classroom environment | _____ | _____ | _____ | _____ |
| 2. Creates and maintains a physical setting that promotes learning | _____ | _____ | _____ | _____ |
| 3. Establishes and maintains rapport with students | _____ | _____ | _____ | _____ |
| 4. Helps students develop positive self-concept | _____ | _____ | _____ | _____ |
| 5. Develops appropriate student behavior | _____ | _____ | _____ | _____ |
| 6. Promotes an appreciation for diversity, multicultural awareness, and gender sensitivity | _____ | _____ | _____ | _____ |
| Communication | | | | |
| 1. Speaks and writes effectively | _____ | _____ | _____ | _____ |
| 2. Listens actively | _____ | _____ | _____ | _____ |
| 3. Communicates effectively with parents | _____ | _____ | _____ | _____ |
| Professionalism | | | | |
| 1. Models positive character traits | _____ | _____ | _____ | _____ |
| 2. Maintains a professional demeanor | _____ | _____ | _____ | _____ |
| 3. Contributes to total school program | _____ | _____ | _____ | _____ |
| 4. Works cooperatively with staff members | _____ | _____ | _____ | _____ |
| 5. Works cooperatively with administration | _____ | _____ | _____ | _____ |
| 6. Is open to suggestions | _____ | _____ | _____ | _____ |
| 7. Meets responsibilities promptly and completely | _____ | _____ | _____ | _____ |
| 8. Pursues professional development | _____ | _____ | _____ | _____ |
| 9. Critically examines and reflects on practice with the goal of self-improvement | _____ | _____ | _____ | _____ |

Attendance as of _____
Month Day Year

Death _____
Family _____
Personal _____
Sickness _____
Excused _____

Conference _____
Jury _____
Field Trip _____
School Visitation _____

APPENDIX A (2)

TEACHER SUMMARY EVALUATION DEFINITIONS

"ACCOMPLISHED" MEANS:

- Highly effective
- Consistently exemplifies high standards of performance
- Exhibits exceptional ability
- Articulates a sound rationale for a teaching practice

"COMPETENT" MEANS:

- Effective
- Regularly puts forth considerable effort and skill
- Exhibits strong ability
- Demonstrates clear understanding of the value of a teaching practice

"DEVELOPING" MEANS:

- Mostly effective
- Performance requires practice, feedback and support
- Exhibits adequate ability
- Commits to improvement

"UNSATISFACTORY" MEANS:

- Consistently ineffective
- Insufficient effort, attention or evidence of performance
- Demonstrates minimal levels of ability
- Lack commitment to improvement

APPENDIX B
GRIEVANCE LOG

| | Date Began | Grievant | Immediate Supervisor | Nature of Grievance | Outcome of Action | Date Ended |
|---------------------|---------------|----------|-------------------------|------------------------|----------------------|---------------|
| First Phase | | | | | | |
| Second Phase | | | | | | |
| Level 1 | | | | | | |
| (i) | | | | | | |
| (ii) | | | | | | |
| Level 2 | | | | | | |
| (i) | | | | | | |
| (ii) | | | | | | |
| (iii) | | | | | | |

APPENDIX C

To: The Board of Education
 Fayetteville-Manlius Central School District

You are hereby notified in accordance with Article XXII of the Collective Bargaining Agreement between the Fayetteville-Manlius School District and the Fayetteville-Manlius Teachers Association, covering the period July 1, 1999, through June 30, 2002, ("Agreement") that the undersigned hereby irrevocably elects to terminate his/her employment with the District effective _____ ("Effective Date") in accordance with the District's Termination Incentive Plan.

The undersigned hereby certifies:

1. That he/she is, as of the Effective Date, eligible in accordance with criteria specified in Article XXII A. and under the New York State Teachers Retirement System; and
2. That as of said Effective Date, his/her age is _____.

Teacher _____

Date _____

ACCEPTED

BOARD OF EDUCATION

By: _____
 Title

Date: _____

APPENDIX D. (1)
NOTIFICATION OF ELECTION AS TO PARENTAL AND/OR MATERNITY LEAVE

Anticipated Due Date

Date (three (3) months previous
To date leave will commence)

To: Superintendent of Schools
 Fayetteville-Manlius School District

You are hereby notified in accordance with Article XXVI, Section A.2 that the undersigned elects to take the leave designated below.

_____ 1. Parental Leave of Absence without pay (A.2.a)

According to my current best estimate, the parental leave of absence, shall commence

_____, and shall terminate

_____, (in accordance with the applicable provisions of Article SSVI, A.3).

_____ 2. Sick Leave during pregnancy-related disability (A.2.b).

Note: Physician must complete Appendix I. (2) pre-delivery (in conjunction with this form), and (3) post-delivery.

Teacher's Signature

APPENDIX D. (2)

SICK LEAVE DURING PREGNANCY-RELATED DISABILITY

I have examined _____ on _____. It is my professional medical opinion that, as of _____ she will be physically unable to perform the duties of her teaching position. At this time it is my best estimate that this disability will cease on _____.

Dated: _____

Physician's Signature

APPENDIX D. (3)

SIX WEEKS AFTER DELIVERY

I have examined _____ on _____.

It is my professional medical opinion that her pregnancy-related disability will cease on _____ and that she will be able to return to full-time teaching after that date.

Dated: _____

Physician's Signature

INDEX

- Association Rights, 3
 - notification, 5
 - president visit time, 4
 - building budgets, 4
 - bulletin boards, 4
 - conferences/meetings, 23
 - copies of Bd. meeting, 4
 - chg. in educ. program, 4
 - district committees, 4
 - job security, 5
 - rules & regulations, 4
 - use of school facilities, 3
 - use of school mail, 4
- Assignment, 14
 - involuntary transfers, 15
 - reassignment request, 15
 - required course work, 28
 - vacancies, 14
- Building Committee, 19
 - student place. mtg., 14
- Calendar, 10
 - January half day, 11
- Conferences, 23
- Credit Hours, 20
 - beyond col. 7, 28
 - college courses, 22
 - in-service courses, 23
 - prior approval, 25
 - reimbursement, 26
- Curriculum Development, 19
 - compensation, 30
 - project application, 19
 - responsibilities, 22
- Definitions, 2
- District Committees, 4
- Duration of Agreement, 2
- Duties, 12
 - K-4 exemption, 11
 - K-6, 11
 - 7-8, 12
 - 9-12, 13
- Extra-curricular, 29
 - dismissal, 32
 - interscholastic sports, 29
 - others, 32
 - posting, 33
 - resignation, 33
- Grievance, 7
 - arbitration, 9
 - log, 45
 - phase one, 8
 - phase two, 9
- Insurance
 - disability, 35
- health/dental, 35
- vision, 35
- Involuntary Transfer, 15
- Job Security, 5
- Leaves
 - death, 39
 - family sickness, 39
 - jury duty, 39
 - leave w/o pay, 39
 - parental/maternity, 38
 - form, 47-49
 - personal, 39
 - sick, 36
- Load, 10
 - overload, 32
 - K-6, 11
 - 7-8, 12
 - 9-12, 13
- Management Rights, 3
 - hiring/salary, 24
- Meetings
 - beyond tchr. day, 11
 - designated days, 23
 - evenings, 11
- Negotiations, 7
- Observation/Evaluation, 16
 - corrective action/
 - dismissal, 17
 - 3020a, 18
 - observation, 16
 - tenure denial, 17
- Payroll Deduction, 5
 - agency fee, 6
 - authorization cards, 6
 - dues, 6
 - NYSUT benefit trust, 6
- Personal File, 18
- Personnel
 - Association notification, 5
- Preamble, 1
- Retirement
 - disbursement option, 34
 - incentives, 34
 - sick days, 35
 - termination pay, 33
 - 3-year early election, 33
 - form, 46
- Salary, 24
 - additional degrees, 27
 - athletics, 29
 - beyond column, 28
 - bus duty, 29
 - co-curricular, 29
- home instruction, 27
- instructional specialists/
 - department leaders, 28
- longevity (coaching), 29
- national service credit, 25
- notices, 14
- pay days, 25
- schedules, 26-27
- subj. area coordinators, 28
- Substitute Teachers, 19
- Summer School, 28
- Taylor Law, 41
- Tax Sheltered Annuities, 35
- Teacher Improvement, 24
- Teacher Recruitment, 10
- Traveling Teachers, 14
- Work Day, 10
 - duties, 12
 - employment beyond, 28
 - evening responsibilities, 12
 - length, 10
 - lunch, 11
 - preparations
 - K-6, 11
 - 7-8, 12
 - 9-12, 13
- Work Year, 10
 - employment beyond, 28
 - guidance counselors, 28
 - subject area coordinators,
 - 28